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CORPORATIONS—RESERVATION OF POWER TO ALTER CHARTER.—A statute permitting each stockholder of a corporation to cumulate his votes upon any one or more candidates for directors, is held by the Supreme Court of the United States in *Looker v. Maynard*, Advance Sheets, U. S. 21, to be within the power reserved by the State Constitution to its legislature to alter, amend, or repeal future acts for incorporation, and therefore not an impairment of the obligation of the contract between the State and the corporation.

LIFE INSURANCE FORFEITURE.—A State statute requiring notice of accrual of premium before forfeiture for nonpayment of a life insurance policy is held, in *Mutual Life Ins. Co. v. Hill* (C. C. App. 9th C.), 49 L. R. A. 127, to be applicable and controlling, notwithstanding statements of the assured that he cannot pay premiums and that the company may consider the policy forfeited; but this decision is reversed in 178 U. S. 347, 44 L. ed. 1097, on the ground that both parties, with knowledge of all the facts, had agreed to abandon the contract.

SET-OFF—MERGER—ASSIGNEE.—One who has recovered a judgment for damages on account of the breach of a contract, and is afterward sued by an assignee of the other party, who has become insolvent, for the price of the goods covered by the contract, is held, in *Bacon v. Reich* (Mich.), 49 L. R. A. 311, to be entitled to set-off against such assignee his original claim for damages, as to which the assignee was in privity, although he could not set-off the judgment against him because of a lack of privity. The doctrine of merger is denied application to defeat this right.

JUDGMENTS—DEATH OF DEFENDANT AFTER SERVICE BUT BEFORE JUDGMENT—COLLATERAL ATTACK.—A judgment for money and for the foreclosure of a mortgage upon real estate, against a deceased defendant who had theretofore been duly served with process, is held, in *Kager v. Vickery* (Kan.), 49 L. R. A. 153, to be void, although the fact of death does not appear upon the record, and to be collaterally impeachable by heirs who were not parties to the foreclosure and who sue for the land. With this case the great number of authorities on the effect of judgment entered against a dead person are collected and analyzed, showing the conclusions at which the courts have arrived.

REAL ESTATE AGENTS—IMPLIED AUTHORITY TO BIND VENDOR BY WRITTEN CONTRACT.—In *Rosenbaum v. Belson* (1900), 2 Ch. 267, it is held that where one gives another authority to sell real estate, agreeing to pay a stipulated commission on the sale, the agent has implied authority to bind his principal by a written contract with the proposed purchaser.

The prevailing rule is otherwise in America. Here, the real estate agent, when authorized merely "to sell" at a certain price, is generally regarded as a mere broker to find a purchaser and bring the parties together, without implied authority to close the contract of sale. The reason is, that a sale of real estate involves the adjustment of many matters outside of fixing the price. *Simmons v. Kramer*, 88 Va. 411; *Kramer v. Blair*, 88 Va. 456; *Halsey v. Monteiro*, 92 Va.